

**REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT  
SINGLE TRANSACTION**(For reporting requests described in Part 369 of the Export Administration  
Regulations)

Pursuant to section 4A (b) (2) of the Export Administration Act of 1969, as amended (50 U.S.C. App. 2401 et seq.), information regarding the quantity, description, and value of any articles, materials and supplies, including technical data and other information, to which this report relates will be kept confidential when the reporting person certifies that disclosure would place a United States person involved at a competitive disadvantage, unless the Secretary of Commerce determines that disclosure thereof would not place such United States person at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

THIS SPACE FOR ITA USE

A		BATCH		MONTH/YEAR		RSN		SUBSET		RTP		CLASS		FILING		TAG			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
28		55		70		80													

This report is required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (369). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: Complete all items that apply. Assemble original report form and accompanying document(s) as a unit, and submit intact and unaltered. Assemble and submit a duplicate copy of report form and documents, marked with the legend "PUBLIC INSPECTION COPY." If the reporting firm certifies that disclosure of certain information specified in Item 10 below would result in competitive disadvantage, the public inspection copy (report form and accompanying documents) must be edited accordingly.

## 1a. Identify firm submitting this report:

## Specify firm type:

Name: **Harbison-Walker Refractories Company**  
Address: **600 Grant St.**  
City, State and ZIP: **Pittsburgh, PA 15219**  
Country (if other than USA):  
Telephone: **412-562-6486**  
Firm Identification No. (if known): **75-1384259**

☒ Exporter  
☐ Bank  
☐ Forwarder  
☐ Carrier  
☐ Insurer  
☐ Other

## 1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)  
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)  
☐ Report on behalf of the person identified in Item 2  
☐ Dual report on behalf of self and the person identified in Item 2

## 2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name:

Address:

City, State and ZIP:

Country (if other than U.S.A.):

Type of firm: (see list in Item 1a)

Firm Identification No. (if known):

## 3. Identify exporting firm, unless same as Item 1a or 2:

Name:

Address:

City, State and ZIP:

Country (if other than U.S.A.):

Firm Identification No. (if known):

36-41

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## 4. (a) Name of boycotting country from which request originated:

**QATAR**

(b) Name of country directing inclusion of request, if different from (a) above:

43-44

## 5. Name of country or countries against which request is directed:

**ISRAEL**

45-46

## 6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

**Q14170**

71-77

## 7. Date firm received request: (use digits for month/day/year)

**6/3/97**

47-52

## 8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)  
☐ Unwritten, not otherwise provided for (make transcript of request and submit two copies)

- ☐ Letter of credit  
☐ Requisition/purchase order/accepted contract/shipping instruction  
☒ Bid invitation/tender/proposal/trade opportunity  
☐ Questionnaire (not related to a particular dollar value transaction)  
☐ Other written (specify) \_\_\_\_\_

Submit two copies of each document or relevant page in which the request appears

53-54

## 9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.  
☐ Have taken or will take the action requested.  
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

56-57

- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).  
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Trade Regulation of the decision within ten days after decision is made.

Additional information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying.

## 10. Unless indicated otherwise by checkmark in the box below, I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in Item 11 below would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink



Type or print

**Ralf DiMatteo-Supervisor**  
(Name and title of person whose signature appears on line to left)Date **7/11/97**

- ☐ I (We) authorize public release of all information contained in this report.

(Remove stub from public inspection copy at perforation if confidentiality is requested in Item 10)

## 11. Describe the commodities or technical data involved



# GLOBAL INDUSTRIAL TECHNOLOGIES

*Shareholders, Customers, Employees*

HOWARD L. JANCO

*Staff Vice President and Assistant General Counsel*

July 11, 1997

**CONFIDENTIAL**

**CERTIFIED MAIL NO. P771 830 478**

**RETURN RECEIPT REQUESTED**

Report Processing Staff  
Office of Antiboycott Compliance, ITA  
US Department of Commerce  
14th and Constitution Avenue, N.W.  
Washington, D.C. 20230

Re: Harbison-Walker Refractories Company

Dear Sirs:

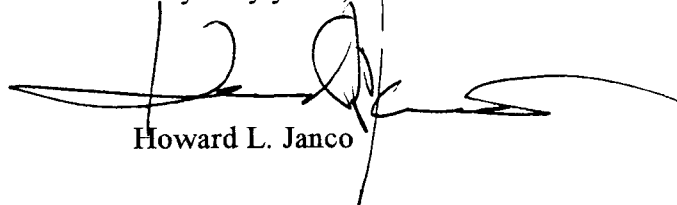
Pursuant to Section 369.6 of the Export Administration Regulations, Harbison-Walker Refractories Company hereby transmits the required reports regarding boycott requests received on Form ITA-621P.

We are furnishing this information in reliance on the policies and practices of the Secretary of Commerce in deeming the same to be confidential and not subject to publication or disclosure except as specified in Part 369.6(c) of the Office of Export Administration Regulations, or as otherwise specified by statute. We believe that the information is confidential commercial and financial information except from disclosure under the Freedom of Information Act of 1967, as amended (5 U.S.C. 552(b)(4)).

For your information, Harbison-Walker Refractories Company is a subsidiary of Global Industrial Technologies, Inc.

If you require any further information, please do not hesitate to call me at (214) 953-4527 or write to me at the above address.

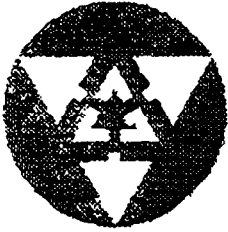
Very truly yours,



Howard L. Janco

Global Industrial Technologies Services Company

2121 San Jacinto Street, Suite 2500 Dallas, Texas 75201 Telephone 214 953-4527 Fax 214 953-4597 Voice Mail 214 953-4627

**GLOBAL INDUSTRIAL TECHNOLOGIES***Shareholders, Customers, Employees*

2121 San Jacinto Street Suite 2500 Dallas, TX 75201

**CONFIDENTIAL  
FACSIMILE COVER SHEET**

Date: 7/21/97

**TO:** Sharon Copeland *BXA* **Fax:** (202) 482-0913  
Office of Antiboycott Compliance, ITA **Phone:** (202) 482-2448

**FROM** Howard L. Janco **Fax:** (214) 953-4597  
Staff Vice President and Assistant General **Phone:** (214) 953-4527  
Counsel

**RE:** Bid Documents

Total # of Pages: 16

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Attached are the bid documents for the reporting form dated 6/3/97.

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This facsimile transmission is intended only for the addressee indicated above. It may contain information that is confidential, privileged, or otherwise protected from disclosure. Any review, dissemination or use of this transmission or its contents by persons other than the addressee is strictly prohibited. If you have received this transmission in error, we would appreciate your notifying us immediately by telephone, and mailing the original to us at the above address.

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600 Grant Street

Pittsburgh, PA 15219

TELEPHONE: (412) 562-6487

FAX: (412) 562-6313

## QUOTATION

25 June 1997

QATAR STEEL COMPANY LTD.  
P. O. BOX NO. 50090  
MESAIEED  
QATAR


REFERENCE: Q14170

THE CHAIRMAN OF THE TENDER COMMITTEE  
REF: RM-LDL 9701

PER YOUR TENDER REFERENCED ABOVE, WE ARE PLEASED TO QUOTE THE FOLLOWING  
REFRACTORY MATERIALS.

TERMS: PAYMENT BY IRREVOCABLE UNCONFIRMED LETTER OF CREDIT IN US\$ DOLLARS.

TENDER PRICE QUOTED WILL BE FIXED AND FIRM FOR THE PERIOD FROM 28 JUNE 1997 TO 27  
AUGUST 1997, BOTH DAYS INCLUSIVE.

  
LYNN K. KRASZEWSKI  
ACCOUNT COORDINATOR

### NOTICE:

HARBISON-WALKER REFRACTORIES CO. values highly the confidence and good will of its customers and suppliers. We offer our products on their merits and we expect our customers to judge and purchase our products and services solely on the basis of quality, price, delivery, and service. Likewise, HARBISON-WALKER REFRACTORIES buys on merits, and we judge and purchase solely on the basis of quality, price, delivery, and service. This corporate policy applies in all relationships with our customers and suppliers.

IMPORTANT: THIS QUOTATION IS SUBJECT TO THE  
CONDITIONS AS STATED ON THE FRONT AND THE  
REVERSE SIDES HEREOF.

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A Subsidiary of Global Industrial Technologies, Inc.

Qatar Steel Company Ltd.  
Umm Said, Qatar

HWR Ref. No.

ATTN: Nassar Mohammed Al Manssory

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RE: DOCUMENTATION

General terms and conditions of Tender, Item 15, documents.

Section 3

Manufacturer will certify that the goods will be of U.S. manufacture utilizing materials of U.S. origin and Peoples Republic of China origin.

Section 4

Prior to shipment the manufacturer will provide a certification of the vessel name, flag, and nationality and will provide a copy of the vessels scheduled itinerary on route to discharge port.

Section 8

The manufacturer is unable to conform to the terms of Section 8 and request that this requirement be removed from the general terms and conditions of Tender.

**TENDER NO.: RM-LDL 9701**

**TENDER FORM**

**A. OFFER OF COMMODITY:**

a) Name of Tenderer:	Harbison-Walker Refractories Company
b) Address:	600 Grant Street Pittsburgh, PA 15219 USA
c) Telephone No.:	412-562-6487
d) Fax No.:	412-562-6313
e) Person in charge:	Lynn Kraszewski
f) Commodity:	Firebrick
g) Quantity:	100 sets
h) Specification:	See attached
i) Packing Style:	4-Way Entry Export Pallets (See attached)
j) Manufacturer:	Harbison-Walker Refractories Co.
k) Origin:	USA
l) Guaranteed Shipment Month:	December, 1997; February, 1998; April, 1998; June, 1998; September, 1998
m) Confirmed Month of Arrival:	February, 1998; April, 1998; June, 1998; August, 1998; November, 1998
(n) Loading Port:	Charleston, SC
(o) Discharging Port:	Doha, Qatar
(p) Delivery Terms:	CFR
(q) Offer validity:	27 August 1997

**B. OFFER PRICE**

(a) Unit Price:	CFR US\$ (See form 2)
(b) Breakdown of Unit Price per	
Ladle:	US\$ 11,099.90
F.O.B. Bessemer, AL	Per Ladle US\$ 7,557.90
Freight Inland & Ocean per Ladle	US\$ 3,542.00

**C. ANY OTHER CHARGES**

**D. VARIATIONS IN SPECIFICATION OF COMMODITY**

N/A

**E. ANY OTHER CONDITIONS OR INFORMATION FOR CONSIDERATION OF BUYER**

Upon award of Contract, Harbison-Walker Refractories Co. will provide Brick construction drawing for Ladle.

JUL 21 '97 10:51 FR GLOBAL IND TECH  
JUL 14 1997 4:23PM  
214 953 4597 TO 82024820913-3128 P.05/16  
NY, UUUU 1. 64/00

TENDER  
RM-LDL 9701

FORM 1  
LADLE

SHAPE MARK	QUALITY BRAND NAME	UNIT WEIGHT PER PIECE (KG)	QUANTITY REQUIRED FOR EACH REPLACEMENT			EXPECTED LIFE	TOTAL QUANTITY FOR 8,000 HEATS (H)
			QUANTITY (PIECE) PER EACH SET	QUANTITY (PIECE) FOR INTERMEDIATE REPAIRS	TOTAL QUANTITY (PIECE) FOR EACH SET		
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
WS-187	ALADIN 85	11.87	80	26	106	80	10,600
WT1-187	ALADIN 85	13.54	180	10	170	80	17,000
WT2-187	ALADIN 85	13.54	176	14	190	80	19,000
W1-155	ALADIN 85	11.23	160	20	180	80	18,000
W2-155	ALADIN 85	11.23	74	6	80	80	8,000
W-123	ALADIN 85	11.09	260	40	300	80	30,000
B-1	ALADIN 85	10.03	215	335	550	80	55,000
CBUL-122	ALADIN 85	37.80	3	—	3	80	300
CBUL-123	ALADIN 85	34.47	3	---	3	80	300
	ALADIN BOND 85P DRY	1.00	1,275	---	1,275		127,500
TOTAL PIECES (PER SET)			1,131 PCS	451 PCS	1,582 PCS		158,200 PCS
			1,275 KGS		1,275 KGS		127,500 KGS
TOTAL WEIGHT (KGS)			13,382.04	4,728.12	19,385.16		1,938,516.45

JUL 21 '97 10:51 FR GLOBAL IND TECH  
JUL 14 1997 4:25PM  
214 953 4597 TO 82024820913-3128 P.06/16  
WV. 00JJ L. 2J/JJ

TENDER  
RM-LDL 9701

FORM2  
LADLE REFRACTORIES

SHAPE MARK	QUALITY BRAND NAME	CFR PRICE PER PIECE	CFR VALUE BASED ON COLUMN D OF FORM 1	CFR VALUE BASED ON COLUMN E OF FORM 1	TOTAL CFR VALUE FORM 2 (D+E) (F)	TOTAL CFR VALUE BASED ON COLUMN H FORM 1 (H)
(A)	(B)	(C)	(D)	(E)	(F)	(H)
WS-187	ALADIN 85	\$6.42	\$513.85	\$167.00	\$680.85	\$68,084.85
WT1-187	ALADIN 85	\$6.75	\$1,079.53	\$67.47	\$1,147.00	\$114,699.72
WT2-187	ALADIN 85	\$6.75	\$1,187.48	\$94.46	\$1,281.94	\$128,193.80
W1-155	ALADIN 85	\$6.13	\$980.37	\$122.55	\$1,102.92	\$110,291.83
W2-155	ALADIN 85	\$6.13	\$453.42	\$36.76	\$490.19	\$49,018.59
W-123	ALADIN 85	\$6.10	\$1,585.78	\$243.97	\$1,829.75	\$182,974.65
B-1	ALADIN 85	\$5.90	\$1,268.92	\$1,977.16	\$3,246.08	\$324,608.45
CBUL-122	ALADIN 85	\$68.10	\$204.30		\$204.30	\$20,429.75
CBUL-123	ALADIN 85	\$58.07	\$174.21		\$174.21	\$17,421.30
	ALADIN BOND 85P DRY	\$0.74	\$942.67		\$942.67	\$94,267.39
TOTAL			\$8,390.54	\$2,709.37	\$11,099.90	\$1,109,990.32

PAGE. 25

4125526428

JUL 14 '97 15:27



**TENDER NO.: RM-LDL 9701**

**TENDER FORM**

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b) Address:	600 Grant Street Pittsburgh, PA 15219 USA
c) Telephone No.:	412-562-6487
d) Fax No.:	412-562-6313
e) Person in charge:	Lynn Kraszewski
f) Commodity:	Firebrick
g) Quantity:	100 sets
h) Specification:	See attached
i) Packing Style:	4-Way Entry Export Pallets (See attached)
j) Manufacturer:	Harbison-Walker Refractories Co.
k) Origin:	USA
l) Guaranteed Shipment Month:	December, 1997; February, 1998; April, 1998; June, 1998; September, 1998
m) Confirmed Month of Arrival:	February, 1998; April, 1998; June, 1998; August, 1998; November, 1998
(n) Loading Port:	Charleston, SC
(o) Discharging Port:	Doha, Qatar
(p) Delivery Terms:	CFR
(q) Offer validity:	27 August 1997

**B. OFFER PRICE**

(a) Unit Price:	CFR US\$ (See form 2)
(b) Breakdown of Unit Price per	
Ladle:	US\$ 11,839.40
F.O.B. Bessemer, AL	Per Ladle US\$ 8,297.40
Freight Inland & Ocean per Ladle	US\$ 3,542.00

**C. ANY OTHER CHARGES**

**D. VARIATIONS IN SPECIFICATION OF COMMODITY**

N/A

**E. ANY OTHER CONDITIONS OR INFORMATION FOR CONSIDERATION OF BUYER**

Upon award of Contract, Harbison-Walker Refractories Co. will provide Brick construction drawing for Ladle.

JUL 21 '97 10:51 FR GLOBAL IND TECH  
JUL 14 1997 4:25PM HARBISON WALKER  
214 953 4597 TO 82024820913-3128 P.08/16  
NU.0000 I. 21/00

TENDER  
RM-LDL 9701

FORM2  
LADLE REFRACTORIES

SHAPE MARK	QUALITY BRAND NAME	CFR PRICE PER PIECE	CFR VALUE BASED ON COLUMN D OF FORM 1	CFR VALUE BASED ON COLUMN E OF FORM 1	TOTAL CFR VALUE FORM 2 (D+E) (F)	TOTAL CFR VALUE BASED ON COLUMN H FORM 1 (H)
(A)	(B)	(C)	(D)	(E)	(F)	(H)
WS-187	ALADIN 85	\$6.42	\$513.85	\$167.00	\$680.85	\$68,084.85
WT1-187	ALADIN 85	\$6.75	\$1,079.53	\$67.47	\$1,147.00	\$114,699.72
WT2-187	ALADIN 85	\$6.75	\$1,187.48	\$94.46	\$1,281.94	\$128,193.80
W1-155	ALADIN 85	\$6.13	\$980.37	\$122.55	\$1,102.92	\$110,291.83
W2-155	ALADIN 85	\$6.13	\$453.42	\$36.76	\$490.19	\$49,018.59
W-123	ALADIN 85	\$6.10	\$1,585.78	\$243.97	\$1,829.75	\$182,974.65
B-1	ALADIN 85	\$5.90	\$1,268.92	\$1,977.16	\$3,246.08	\$324,608.45
CBUL-122	ALADIN 85	\$68.10	\$204.30		\$204.30	\$20,429.75
CBUL-123	ALADIN 85	\$58.07	\$174.21		\$174.21	\$17,421.30
	ALADIN BOND 85P DRY	\$1.32	\$1,682.17		\$1,682.17	\$168,217.39
TOTAL			\$9,130.04	\$2,709.37	\$11,839.40	\$1,183,940.32

JUL 14 1997 4:26PM

HARBISON WALKER

NO. 8033

P. 28/35

: 4 :

## I. BID BOND &amp; PERFORMANCE BOND

TENDERER SHALL PROVIDE BID BOND AS PER APPENDIX 3 ATTACHED HEREWITH.

SUCCESSFUL TENDERER SHALL PROVIDE PERFORMANCE BOND AS PER APPENDIX 3 ATTACHED HEREWITH.

J Qatar Steel Company Ltd. (QASCO) shall have the right to increase or decrease the quantity by 20% (twenty percent) in accordance with the terms and prices of the contract.

## J OTHERS

Others shall be as per GENERAL TERMS AND CONDITIONS FOR TENDER attached herewith and which shall form an integral part of this Tender Invitation.

\*\*\*\*\*

: 3 :

**E CLOSING DATE FOR TENDERS.**

Tenders shall be received in Buyer's office (at the address printed on the invitation letter) not later than 14.00 hours on 28th June, 1997. Tenders received after this time and date shall not be considered.

**F VALIDITY OF TENDER.**

Tender shall be fixed and firm for the period from 28th June, 1997 to 27th August, 1997 both days inclusive and the Tenderer shall not withdraw the tender during this period.

**G DOCUMENTS**

The following documents attached hereto shall be the basis of the tenders to be submitted by Tenderer.

- a) Tender Form (Appendix 1)
- b) Specifications
- c) Drawing Nos.      CBUL-150R1  
                            CBUL-152  
                            CBUL-153  
                            CBUL-155  
                            CBUL-122  
                            CBUL-123
- d) Tender Format, Form 1 and Form 2.

**H REMARKS.**

- a) Any clarification required by Tenderer shall be obtained by them before the closing date of the tender. In case Tenderer wishes to discuss any specification, departure from specification or any other matter in connection with the tender or any other matter of a technical nature related to the tender, or any other clarification etc., Buyer shall give them an opportunity for such discussion at Buyer's office. However, under no circumstances, postponement of the tender closing date shall be allowed in view of the strict delivery requirements (on arrival basis).
- b) Tenders shall be complete in all respects and shall be accompanied by drawings, data sheets, any other relevant documents for the smooth evaluation of tender. For each kind of material offered by Tenderer, necessary catalogue showing the properties and other related data shall be furnished.

contd...4/-

: 2 :

2. Shipment guarantee.

To ensure arrivals as above, tenderer is required to guarantee shipments as follows:

20 sets shall be shipped out in December 97  
20 sets shall be shipped out in February 98  
20 sets shall be shipped out in April 98  
20 sets shall be shipped out in June 98  
20 sets shall be shipped out in September 98.

3. Destination.

Mesaieed or Doha. Doha will be allowed only in case no suitable vessel is available for Mesaieed at the times of shipments as above.

4. Delivery conditions.

C F R Mesaieed/Doha berth term.

C PRICE AND PAYMENT CONDITIONS.

1. Price, amount and currency.

The Tenderer price including freight amount and currency shall be fixed and firm in US DOLLARS only.

2. Payment conditions.

As per Clause 14 of our GENERAL TERMS AND CONDITIONS FOR TENDER attached hereto.

D RIGHT FOR CANCELLATION OF ORDER.

Buyer reserves the right to cancel the order for the remaining quantity of Ladle Refractories, if Buyer detects any defects inherent or otherwise in the quality of refractories already received by Buyer by the 1st, 2nd, 3rd or 4th shipments or if the refractories supplied do not satisfy the guaranteed life. Seller shall not be entitled for compensation for such cancellation. However, Seller shall be afforded all reasonable opportunity to satisfy themselves that the notified defects are in fact such. Such cancellation shall not prejudice the rights of Buyer for any other claim, compensation or remedies that Buyer may have against the Seller.

Buyer shall exercise this option, if required, in sufficiently good time, considering the situation of Seller.

contd..3/-

شركة قطر للحديد والصلب المحدودة  
صندوق بريد 50090، مساعيد، قطر  
**QATAR STEEL COMPANY LTD.**  
P. O. Box 50090, Mesaieed, Qatar



Tel.: 778778  
Fax: 771424  
Telex: 4606 QASCO DH  
CR No. 32

Ref : RM-IDL 9701  
Date : 3rd June, 1997

تليفون: ٧٧٨٧٧٨  
فاكس: ٧٧١٤٢٤  
تلكس: ٤٦٠٦٠ قاسكودف  
ص.ت. ٣٢

M/s. Harbison-Walker Refractories  
# 1 Gateway Center,  
Oittsburg, PA 15222,  
U.S.A.


Dear Sirs,

Re: Tender Invitation for Ladle Refractories.

You are hereby invited by QATAR STEEL COMPANY LTD., to submit a Tender for the supply of Refractories for Ladle on CFR Mesaieed or Doha basis, in accordance with the Tender Terms and Conditions and General Terms and Conditions for Tender attached hereto, so as to reach this office (at the above address) addressed to The Chairman of the Tender Committee by Registered Airmail, Courier Service or by Hand Delivery latest by 14.00 hours on 28th June, 1997

Please note that tenders received by telex/telefax directly by QASCO will not be considered.

Yours faithfully,  
For QATAR STEEL COMPANY LTD.,

  
Nassef Mohammed Al Manssory,  
Director & General Manager.



QSC No. : JMS-8-0112  
Approval No. : QASCO

JUL 14 1997 4:27PM

HARRISON WALKER

NO. 8033 P. 32/33

TENDER NO.RM-LDL9701.

TENDER TERMS AND CONDITIONS.

A SUBJECT.

1. Commodity.

Refractories for Ladle.

2. Quantity.

100 Sets

3. Specification.

As per the attached specification of Refractories for Ladle (Appendix 2).

4. Guarantee.

Tenderer is required to guarantee minimum life of each of the above as shown in the specification.

In case the quantity offered do not cover the guarantee as above, Seller shall supply additional refractories for Ladle on free of cost basis to satisfy the guaranteed life.

5. Specification for packing.

Refractories for Ladle shall be packed in seaworthy packings. Any breakage/damage to refractories due to improper packings shall be compensated by Seller on "free replacement of damaged items" basis.

Each packing must indicate the item and quantity contained in it.

B DELIVERY.

1. Arrival of the Commodity.

20 Sets shall arrive in February 98

20 sets shall arrive in April 98

20 Sets shall arrive in June 98

20 Sets shall arrive in August 98

20 Sets shall arrive in November 98.

contd..2/-

- 7 -

n) Tenderer and/or Seller shall furnish background information on Manufacturer immediately on request by Buyer.

**17. BUYER'S RIGHTS.**

- a) Buyer does not bind himself to accept the lowest or any Tender and reserve the right to reject any or all tenders without assigning any reason.
- b) Buyer reserves the right to negotiate with any of the Tenderers.
- c) Buyer further reserves the right to reduce the quantity.
- d) It is Buyer's right and privilege to keep all offers received as confidential.
- e) Buyer shall evaluate the offers received and shall not be precluded from entering into contracts with more than one Tenderer.
- f) Buyer is not bound to answer any queries regarding the tender at any stage of evaluation of tender or afterwards.

**18. LETTER OF AUTHORITY.**

In case of Tender by Agent on behalf of the Principal, a letter from the Principal shall be submitted with the Tender, authorizing the Agent to Tender on behalf of the Principal, for the tender.

**19. POWER OF ATTORNEY.**

Tenderer shall submit a letter along with the Tender, constituting the Power of Attorney to the person who is authorized to act on behalf of Tenderer.

**20. FORCE MAJEURE.**

The following events shall be construed as constituting force majeure conditions and in the event of the occurrence of any or all of the same, affecting Seller, Seller shall not be liable for delay in delivery, non-delivery or for any default in the performance of the contract and Seller shall have the option to either cancel the contract wholly or in part or to extend the time for the performance of the contract, consistent with the duration of the force majeure conditions, provided however, the postponement or extension of time for performance of the contract shall not exceed 90 days from the agreed date.

In the event of occurrence of the force majeure conditions affecting Buyer, Buyer shall have the option to cancel the contract wholly or in part or to postpone or extend the time for the performance of the contract consistent with the duration of the force majeure conditions, provided however, the postponement or extension of time for performance of the contract shall not exceed 90 days from the agreed date.

The occurrence of the force majeure conditions shall be notified by either party to the other, as soon as possible on the occurrence of the event and such notification shall be made first by telex or cable followed by detailed written information authenticated by competent authority. example. Chamber of Commerce.

In the event the extension or postponement in the performance of the contract exceeds 90 days from the agreed date, the contract shall be terminated by either party, unless otherwise agreed to in writing. Termination of the contract shall be notified by either party to the other in writing.

Events constituting force majeure conditions

- War or War like events, whether war is declared or not, apprehension of a war or war like event, Civil Commotions, Hostilities.

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tiation with the Bank. In case of payment by T.T. Remittance, all documents (as above A) are to be forwarded to Buyer in two separate Registered Air Mails immediately after shipment.

16. TENDERER'S AND/OR SELLER'S RESPONSIBILITIES.

- a) Time is the essence of the contract and therefore Seller must ensure shipment at the time guaranteed by them.
- b) Seller must exercise sufficient care in vessel arrangements so that most suitable vessel with the least sailing time is booked for the Commodity.
- c) Seller must regularly follow up vessel position and advise Buyer any change in vessel rotation, ETA Discharging Port, etc, till vessel arrives at the Discharging Port.
- d) As soon as shipment is made Seller must advise Buyer by telex the following:
  - 1) Commodity and quantity shipped
  - 2) Vessel Name, ATD Loading Port, Rotation, ETA Discharging Port, etc.
  - 3) Value of Commodity (CFR)
  - 4) B/L No. and date.
  - 5) Loading Port and Discharging Port.

These are required for insurance cover and shall be informed to Buyer within 3 days after B/L date.

- e) Vessels of over 15 years age shall not be used as far as possible. In case of over age vessels additional premium due to vessel's age shall be on Seller's account.
- f) Seller shall ensure proper documentation to avoid troubles at the time of custom clearance.
- g) In case the Commodity is shut out or in case the Commodity could not be loaded on the vessel due to any unavoidable reason, the same should be immediately notified to Buyer. Immediate arrangement shall be made to load the Commodity by another vessel (with the least possible delay).
- h) In case of CFRPO contracts, copy of the relevant vessel fixture Note and/or Charter Party shall be furnished to Buyer before arrival of vessel.
- i) Where more than one kind of Commodity is loaded for Buyer, seller shall pay attention that the packages are not mixed up in the hold of the vessel as far as possible to ensure trouble-free discharge.
- j) In case of bulk commodity, stowage plan shall be advised to Buyer immediately after loading is completed. Bulk commodity shall not be contaminated with other cargo.

k) Boycott.

It is obligatory for Tenderer and/or Seller to verify the background of their Manufacturer and to see that such Manufacturer do not fall under "Israel Boycott" rules or any other local regulations of Qatar under which the products of that Manufacturer is banned from being imported into Qatar.

- l) Manufacturer is to be fixed and confirmed at the time of making offer.
- m) Every endeavour shall be made to make one offer only, although Tenderer is not precluded from making more than one offer from different sources. Each offer shall be in a separate form. However, it would be preferred if Tenderer himself consider the various offers they have and select the most suitable one and make an offer of the same.

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Failure to furnish the above information in time may cause delay in establishing L/C and Buyer shall not be responsible for such delays and further in case of such delays affecting Shipment or Arrival, Buyer reserves the right to claim penalty as per clause 11 of these General Terms and Conditions for Tender.

**15. DOCUMENTS.**

A ) The following documents shall be furnished by Seller in due performance of delivery.

- 1) Commercial Invoice - 6 copies. The invoice shall show the name of commodity, actual quantity shipped, the actual amount/and origin of commodity. Where the commodity is made up of various items (such as in case of refractories where one set consists of various shape marks) individual quantities and their values shall be shown on the invoice. The commercial invoice shall be attested by the Chamber of Commerce in the exporting country, and legalized by Qatari Embassy or Consulate.
- 2) Full set of three "Clean on Board" Bills of Lading endorsed in favour of Opening Bank in case of Payment by L/C, and /or endorsed in favour of Buyer in case of payment by T.T. Remittance showing "Freight prepaid" plus 3 non-negotiable copies. B/L should not be claused.
- 3) Certificate of Origin issued by Manufacturer of Exporter, and approved by Local Chamber of Commerce in the exporting country showing the name of the factory of Manufacturer. This certificate is to be legalized by Qatari Embassy or Consulate in the exporting country.
- 4) Certificate issued by the Steamship Company or seller showing the name, flag and nationality of the carrying vessel and also showing that the vessel with the subject commodity shall not pass through any Israeli ports on its way to the discharging port. Certificate shall also show that the vessel is not black listed and is permitted to enter Arab Ports. (Original + 2 copies). This certificate is to be legalized by Qatari Embassy or Consulate in the exporting country.
- 5) Weight Certificate issued by Independent Inspector/Public Surveyor (Original + 2 copies).
- 6) Quality Certificate issued by Manufacturer ( Original + 2 copies).
- 7) Packing List (Original + 2 copies).
- 8) Seller's certificate to the effect that the Commodity is not of Israeli origin nor do they contain any material of Israeli Origin. However this may be incorporated in the invoice.
- 9). Any other documents stipulated by Buyer at the time of order.

B ) The following documents shall be sent directly to Buyer immediately after shipment.

- 1) 1st of the 3 original B/L.
- 2) Original of all other documents as above (A).
- 3) One set non-negotiable copies of all the above documents B (1) and (2).  
The balance of the documents together with a certificate by Seller to the effect that the above documents have been forwarded to Buyer directly shall form documents for nego-

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